

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 2947030

The Registrar of Companies for England and Wales hereby certifies that  
TAYVIN 5 LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House Cardiff, the 8th July 1994

  
J. GERRY

For the Registrar of Companies



COMPANIES HOUSE

HC037B

**G**

COMPANIES FORM No. 12

**Statutory Declaration of compliance  
with requirements on application  
for registration of a company****12**Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete  
legibly, preferably  
in block type, or  
bold block lettering

To the Registrar of Companies

For official use

For official use

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--

Name of company

• TayWin 5 Limited
--------------------

\* Insert full  
name of Company

I, MICHAEL THOMAS WOMACK  
of 12 DE FREVILLE AVENUE  
CAMBRIDGE  
CB4 1HR

I delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†  
[I am a director of the company in the statement delivered to the registrar  
under section 10(2B)] and that all the requirements of the above Act in respect of the registration of the  
above company and of matters precedent and incidental to it have been complied with,  
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at 12 De Freville Avenue  
Cambridge

Declarant to sign below

the Twenty ninth day of June  
One thousand nine hundred and ninety four  
before me M. Williams

M. Womack

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths.

Presenter's name address and  
reference (if any):

TAYLOR  
VINTERS  
SOLICITORS  
MERLIN PLACE, MILTON ROAD  
CAMBRIDGE CB4 4DP.

For official Use  
New Companies Section



\*AFAN22LY\*

A10:RECEIPT DATE:02/07/94

The Solicitors Law Stationery Society plc Oyez House, 27 Carnarvon Street, London SE1 5TS

4-85 BYHAM  
5017173



# 10

**OYEZ**  
CHA1



\*AFAH02LW\*

1010 RECEIPT DATE: 02/07/79

## Statement of first directors and secretary and intended situation of registered office

This form should be completed in black.

CN

For official use

Company name (in full)

TayVin 5 Limited

Registered office of the company on  
incorporation.

RO MERLIN PLACE

MILTON ROAD

Post town CAMBRIDGE

County/Region CAMBRIDGESHIRE

Postcode CB4 4DP

If the memorandum is delivered by an  
agent for the subscribers of the  
memorandum mark 'X' in the box  
opposite and give the agent's name  
and address

☒ X

Name MESSRS TAYLOR VINTERS

RA MERLIN PLACE

MILTON ROAD

Post town CAMBRIDGE

County/Region CAMBRIDGESHIRE

Postcode CB4 4DP

Number of copies of sheets attached

To whom should Companies House  
direct any enquiries about the  
information shown in this form?

MESSRS TAYLOR VINTERS,

MERLIN PLACE, MILTON ROAD

CAMBRIDGE

Postcode CB4 4DP

Telephone

0223-423-444

Extension 2167

**Company Secretary** (See notes 1 - 5)

Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

CS MR  
GERARD  
FITZSIMONS  
N/A  
N/A  
N/A  
AD 19 VICTORIA PARK  
CAMBRIDGE  
Post town CAMBRIDGE  
County/Region CAMBRIDGESHIRE  
Postcode CB4 3ET Country ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

Signed *G. Fitzsimons* Date 29/6/94

**Directors** (See notes 1 - 5)

Please list directors in alphabetical order.

Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address

CD MR  
GERARD  
FITZSIMONS  
N/A  
N/A  
N/A  
AD 19 VICTORIA PARK  
CAMBRIDGE  
Post town CAMBRIDGE  
County/Region CAMBRIDGESHIRE  
Postcode CB4 3ET Country ENGLAND  
Date of birth 28 08 59 Nationality NA BRITISH  
Business occupation OC SOLICITOR  
Other directorships OD PLEASE SEE ATTACHED LIST

\* Voluntary details

I consent to act as director of the company named on page 1

Consent signature

Signed *G. Fitzsimons* Date 29/6/94

**Directors (continued)**

(See notes 1 to 5)

Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth  
Business occupation  
Other directorships

**\* Voluntary details****Consent signature**

**CD** MR  
MICHAEL THOMAS  
WOMACK  
N/A  
N/A  
N/A


**AD** 12 DE FREVILLE AVENUE  
CAMBRIDGE

Post town CAMBRIDGE  
County/Region CAMBRIDGESHIRE

Postcode CB4 1HR Country ENGLAND  
**DO** 3. 1. 0 8. 4 7 Nationality **NA** BRITISH


**OC** SOLICITOR  
**OD** PLEASE SEE LIST ATTACHED

I consent to act as director of the company named on page 1

Signed 

Date 29/6/94

Delete if the form  
is signed by the  
subscriber



Signature of agent on behalf of all subscribers Date 29/6/94

Delete if the form  
is signed by an  
agent on behalf of  
all the subscribers

All the subscribers  
must sign either  
personally or by a  
person or persons  
authorised to sign  
for them

Signed N/A Date

Signed N/A Date

Signed N/A Date

Signed N/A Date

Signed N/A Date

Signed N/A Date

**DIRECTORSHIPS**

**MICHAEL THOMAS WOMACK**

**PRESENT**

**AULA SECURITIES LIMITED  
BODMIN LEATHER COMPANY LIMITED  
BROOKLAND CONTROL LIMITED  
BUFF BEAUTY LIMITED  
BURGUNDY BRAVE LIMITED  
CLARET GOLD LIMITED  
CLARET BEAUTY LIMITED  
CORALRING LIMITED  
CREALY BURWASH LIMITED  
DAY BREAK NURSERIES LIMITED  
DE-VI ELECTROHEAT LIMITED  
EXUG LIMITED  
FLEUR DE LYS ENTERPRISES LIMITED  
GLOBAL BUSINESS NEWS AND COMMUNICATIONS LIMITED  
GOLDEN CAGE PUBLISHING LIMITED  
GRIMALKIN LIMITED  
HAPPY HOEDRUM LIMITED  
HTT HIGH TECHNOLOGY TRAINING LTD  
ICHNOLITE LIMITED  
IJP TECHNOLOGIES LIMITED  
KAROSS LIMITED  
KAWAKAWA LIMITED  
KAWAU ISLAND LIMITED  
KERSHAW GROUP LIMITED  
LACCOLITE LIMITED  
LINKAGE LIMITED  
LUCA CUMANI LIMITED  
MATZO LIMITED  
METAZOAN LIMITED  
MUGWHY WATERS LIMITED  
MYSTIC MANNER LIMITED  
NETSUKE LIMITED  
NEW STUD FARM LIMITED  
NUPTIAL TWO LIMITED  
ORAUTA VALLEY LIMITED**

PAGET PROPERTIES LIMITED  
 PAN EUROPEAN HOLDINGS LIMITED  
 PARSLEY (2000) LIMITED  
 QUDOS EUROPE LIMITED  
 RICKSHA (2000) LIMITED  
 SHYLOCK SHORES LIMITED  
 ST MARY'S STREET MANAGEMENT LIMITED  
 ST JOHN'S VENTURE CENTRE  
 SYMBIONICS PRODUCTS LIMITED  
 TAMAKI BAY LIMITED  
 TARBOOSH LIMITED  
 TAYLOR VINTERS LIMITED  
 TONEJET CORPORATION LIMITED  
 TRADER ONE LIMITED  
 TRAINREADY OVERSEAS LIMITED  
 TUI LIMITED  
 TYPEWELL LIMITED  
 VAPID LIMITED  
 VERNIER LIMITED  
 WAMPUM (2000) LIMITED  
 WIS LEISURE LIMITED  
 XYLENE LIMITED  
 YASUKI LIMITED

PAST

RESIGNED

ANGLIA SCIENTIFIC INSTRUMENTS LTD	30:07:90
APEX TELEVISION PRODUCTION & FACILITIES LIMITED	30:08:91
BARMANS LIMITED	28:02:91
BRITFINN LIMITED	24:04:92
BURGUNDY BLUE LIMITED	08:07:92
BUSINESS SCOPE LIMITED	13:08:91
CAMBRIDGE CENTRE FOR BUSINESS RELATIONS LTD	24:08:92
CAMBRIDGE FORECASTING LIMITED	30:09:91
CAMBRIDGE KIEV JOINING TECHNOLOGY LIMITED	17:01:92
CAMBRIDGE ARCHITECTURAL PRECAST LIMITED	
CARTOGRAPH LIMITED	08:11:93
CHADLEY ENTERPRISES LIMITED	24:01:91
CHARLES MARTIN CONTRACTS LIMITED	26:04:91
COLIN YEOMAN LIMITED	16:04:93
DAWN CABLE REINSTATEMENT LIMITED	14:07:92

<b>DUNCANNON LIMITED</b>	<b>14:11:91</b>
<b>FAMIC LIMITED</b>	<b>18:11:93</b>
<b>FINE ENGLISH WINE LIMITED</b>	<b>23:10:92</b>
<b>GENERIC TECHNOLOGY (PRODUCTS) LIMITED</b>	<b>02:05:91</b>
<b>GUILD CORPORATE COMMUNICATIONS LIMITED</b>	<b>01:10:91</b>
<b>HAPPY HANNAH LIMITED</b>	<b>27:04:93</b>
<b>HARLEQUIN LIMITED</b>	<b>31:03:93</b>
<b>HEATH GARAGES LIMITED</b>	<b>19:10:91</b>
<b>HTD - HIGH TECHNOLOGY DEVELOPMENTS LIMITED</b>	<b>07:11:92</b>
<b>INTERLANGUAGE LIMITED</b>	<b>05:03:93</b>
<b>J R CLARK MILLING CONSULTANTS LIMITED</b>	<b>29:10:91</b>
<b>JASPER BRYNE LIMITED</b>	<b>09:04:91</b>
<b>KERSHAW GROUP LIMITED</b>	<b>23:12:91</b>
<b>KILVERSTON COUNTRY PARK LIMITED</b>	<b>07:11:91</b>
<b>KONTECH TRANSFER LIMITED</b>	<b>29:10:93</b>
<b>LE CAPE LIMITED</b>	<b>12:09:91</b>
<b>LOCK-TECK LIMITED</b>	<b>14:03:90</b>
<b>MAXIMISER LIMITED</b>	<b>16:11:93</b>
<b>NETTING LIMITED</b>	<b>14:11:91</b>
<b>PEACHROCK LIMITED</b>	
<b>PORTEC SYSTEMS ENGINEERING LIMITED</b>	
<b>PRO-ACTIVE CONTROL LIMITED</b>	<b>25:01:91</b>
<b>QUEENBOROUGH LIMITED</b>	
<b>QUINTELLA LIMITED</b>	<b>21:03:90</b>
<b>RACING WELFARE (DEVELOPMENT) COMPANY LIMITED</b>	<b>15:05:90</b>
<b>RAINBOW LINE LIMITED</b>	
<b>RCD HOLDINGS LIMITED</b>	<b>05:10:92</b>
<b>SAMUEL COMBERBACHIE LIMITED</b>	<b>15:11:93</b>
<b>SCHIMDT CARE LIMITED (MAY 1993)</b>	
<b>SCICAM LIMITED</b>	
<b>SHAMU SHORES LIMITED</b>	
<b>SILVER SHIMMER LIMITED</b>	<b>05:02:92</b>
<b>SMALLWORLD SYSTEMS LIMITED</b>	<b>10:10:89</b>
<b>SNOUT LIMITED</b>	
<b>SOUTHWAY COMMERCIALS LIMITED</b>	<b>06:12:89</b>
<b>SPEARMARK HOLDINGS LIMITED</b>	<b>05:10:92</b>
<b>SYNK TWO LIMITED</b>	<b>01:01:90</b>
<b>THE WINNING TEAM RACING CO LTD</b>	
<b>THE BAIT-SET COMPANY LIMITED</b>	
<b>THE COMMUNICATORS GROUP LIMITED</b>	<b>12:10:90</b>
<b>THE FULL SERVICE NETWORK COMPANY LIMITED</b>	<b>25:11:93</b>



<b>THE HIGHFLYER LIMITED</b>	<b>JUNE 91</b>
<b>TITANIA (2000) LIMITED</b>	<b>22:10:92</b>
<b>TORRES DESIGN ASSOCIATES LIMITED</b>	<b>06:09:91</b>
<b>TRIPLE K LIMITED</b>	<b>13:03:92</b>
<b>U.TOW TRAILERS LIMITED</b>	<b>11:02:92</b>
<b>UNDER DUMYAT LIMITED</b>	
<b>VIC HAYES LIMITED</b>	
<b>WAMPUM (2000) LIMITED</b>	
<b>WBG ARCHITECTS LIMITED</b>	
<b>WEDGEWOOD DRIVE MANAGEMENT COMPANY LIMITED</b>	

## **DIRECTORSHIPS**

**GERARD FITZSIMONS**

### **PRESENT**

**BODMIN LEATHER COMPANY LIMITED**  
**BUFF BEAUTY LIMITED**  
**BURGUNDY BRAVE LIMITED**  
**CLARET GOLD LIMITED**  
**CLARET BEAUTY LIMITED**  
**EXUG LIMITED**  
**FLEUR DE LYS ENTERPRISES LIMITED**  
**GLOBAL BUSINESS NEWS & COMMUNICATIONS LIMITED**  
**GOLDEN CAGE PUBLISHING LTD**  
**GRIMALKIN LIMITED**  
**HAPPY HOEDRUM LIMITED**  
**HTT HIGH TECHNOLOGY LIMITED**  
**ICHNOLITE LIMITED**  
**IJP TECHNOLOGIES LIMITED**  
**JASPER BYRNE LIMITED**  
**KAROSS LIMITED**  
**KAWAKAWA BAY LIMITED**  
**KAWAU ISLAND LIMITED**  
**KONTECH TRANSFER LIMITED**  
**LINKAGE LIMITED**  
**MATZO LIMITED**  
**METAZOAN LIMITED**  
**MUGWHY WATERS LIMITED**  
**MYSTIC MANNER LIMITED**  
**NETSUKE LIMITED**  
**NEW STUD FARM LIMITED**  
**NUPTIAL TWO LIMITED**  
**ORAUTA VALLEY**  
**PAGET PROPERTIES LIMITED**  
**PAN EUROPEAN HOLDINGS LIMITED**  
**PARSLEY (2000) LIMITED**  
**PERFECT PICTURES LIMITED**  
**PORTEC SYSTEMS ENGINEERING LIMITED**  
**QUDOS EUROPE LIMITED**  
**RCD HOLDINGS LIMITED**  
**RICKSHA (2000) LIMITED**  
**ROOIKAT LIMITED**

**SHAMU SHORES LIMITED**  
**SHYLOCK SHORES LIMITED**  
**SNOUT LIMITED**  
**SPEARMARK HOLDINGS LIMITED**  
**ST MARY'S STREET MANAGEMENT COMPANY LIMITED**  
**ST JOHN'S VENTURE CENTRE LIMITED**  
**SYMBIONICS PRODUCTS LIMITED**  
**SYNK TWO LIMITED**  
**TAMAKI BAY LIMITED**  
**TARBOOSH LIMITED**  
**THAMESBRIGHT & STARGRACE LIMITED**  
**TRADER ONE LIMITED**  
**TRAINREADY OVERSEAS LIMITED**  
**TUI LIMITED**  
**TYPEWELL LIMITED**  
**VAPID LIMITED**  
**WAMPUM (2000) LIMITED**  
**WIS LEISURE LIMITED**  
**XYLENE LIMITED**  
**YASUKI LIMITED**

**PAST**

**RESIGNED**

<b>ABBKERR LIMITED</b>	<b>20:08:90</b>
<b>APEX TELEVISION PRODUCTION &amp; FACILITIES</b>	<b>30:08:91</b>
<b>BARMANS LIMITED</b>	<b>29:02:91</b>
<b>BRITFINN LIMITED</b>	<b>24:04:92</b>
<b>BURGUNDY BLUE LIMITED</b>	<b>08:07:92</b>
<b>BUSINESS SCOPE LIMITED</b>	<b>13:08:91</b>
<b>CAMBRIDGE KIEV JOINING TECHNOLOGY LTD</b>	<b>17:01:92</b>
<b>CAMBRIDGE FORECASTING LIMITED</b>	<b>30:09:91</b>
<b>CAMBRIDGE APPLIED PHYSICS LIMITED</b>	<b>05:05:92</b>
<b>CAMBRIDGE CENTRE FOR BUSINESS RELATIONS</b>	<b>24:08:92</b>
<b>CAMBRIDGE ARCHITECTURAL PRECAST LTD</b>	
<b>CARTOGRAPH LIMITED</b>	<b>08:11:93</b>
<b>CHADLEY ENTERPRISES LIMITED</b>	<b>24:01:91</b>
<b>CHARLES MARTIN CONTRACTS LIMITED</b>	<b>26:04:91</b>
<b>DAWN CABLE REINSTATEMENT LIMITED</b>	<b>14:07:92</b>
<b>ECUMEN (ASIA) LIMITED</b>	<b>22:10:91</b>
<b>FAMIC LIMITED</b>	<b>18:11:93</b>
<b>FINE ENGLISH WINE CO LTD</b>	<b>23:10:92</b>
<b>GENERIC TECHNOLOGY (PRODUCTS) LIMITED</b>	<b>02:05:91</b>
<b>GUILD CORPORATE COMMUNICATIONS LIMITED</b>	<b>01:10:90</b>
<b>HAPPY HANNAH LIMITED</b>	<b>27:04:93</b>

<b>HEATI GARAGES LIMITED</b>	<b>19:10:90</b>
<b>HTD HIGH TECHNOLOGY DEVELOPMENTS LTD</b>	<b>17:12:92</b>
<b>INTERLANGUAGE LIMITED</b>	<b>05:03:93</b>
<b>J R CLARK MILLING CONSULTANTS LIMITED</b>	<b>29:10:91</b>
<b>JASPER BYRNE LTD</b>	<b>09:04:91</b>
<b>KERSHAW GROUP LIMITED</b>	<b>23:12:91</b>
<b>KILVERSTON COUNTRY PARK LIMITED</b>	<b>17:11:91</b>
<b>KONTECH TRANSFER LTD</b>	<b>29:10:90</b>
<b>LACCOLITE LIMITED</b>	
<b>LE CAPE LIMITED</b>	<b>12:09:91</b>
<b>MAXIMISER LIMITED</b>	<b>16:11:93</b>
<b>PRO-ACTIVE CONTROL LIMITED</b>	<b>25:01:90</b>
<b>RACING WELFARE (DEVELOPMENT) CO LTD</b>	<b>15:05:90</b>
<b>RAINBOW LINE LIMITED</b>	<b>12:02:93</b>
<b>ROSSVIEW LIMITED</b>	
<b>SAMUEL COMBERBACHE LIMITED</b>	<b>15:11:93</b>
<b>SCI-CAM LTD</b>	<b>12:11:92</b>
<b>SCHMIDT CARE LIMITED</b>	<b>MAY 93</b>
<b>SILVER SHIMMER LIMITED</b>	<b>05:02:92</b>
<b>SMALLWORLD SYSTEMS LTD</b>	<b>10:10:89</b>
<b>SOUTHWAY COMMERCIAL LIMITED</b>	<b>06:12:89</b>
<b>SPEARMARK HOLDINGS LIMITED</b>	<b>05:10:92</b>
<b>THE BAIT-SET COMPANY LIMITED</b>	
<b>THE COMMUNICATORS GROUP LIMITED</b>	<b>12:10:90</b>
<b>THE FULL SERVICE NETWORK COMPANY LTD</b>	<b>25:11:93</b>
<b>THE HIGH FLYER LIMITED</b>	<b>13:08:93</b>
<b>THE WINNING TEAM RACING CO LTD</b>	
<b>TITANIA (2000) LIMITED</b>	<b>JUNE 91</b>
<b>TORRES DESIGN ASSOCIATES LTD</b>	<b>22:10:92</b>
<b>TRIPLE K LIMITED</b>	<b>06:09:91</b>
<b>U.TOW TRAILERS LIMITED</b>	<b>13:03:92</b>
<b>UNDER DUMYAT LIMITED</b>	<b>11:02:92</b>
<b>VAMOOSE (2000) LIMITED</b>	<b>25:08:92</b>
<b>VERNIER LIMITED</b>	<b>08:07:93</b>
<b>VIC HAYES LIMITED</b>	<b>08:11:90</b>
<b>WBG ARCHITECTS LIMITED</b>	<b>JUNE 91</b>
<b>WEDGEWOOD DRIVE MANAGEMENT CO LTD</b>	

2947030

RCN\MEMORANDUM\12.10.93(3)

Company No:

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION  
OF  
TayVin 5 LIMITED

1. The name of the Company is TayVin 5 LIMITED.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (A) To carry on business as a General Commercial Company.
  - (B) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or ancillary to the general business of the Company.
  - (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest any lands, buildings, easements, rights, privileges, concessions, trade marks, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or

201909



\*AFH32LZ\*  
A101 RECEIPT DATE: 02/07/94

in connection with the Company's business or any branch or department thereof.

- (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in

whose businesses or undertakings the Company is interested, whether directly or indirectly.

- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others and to charge the whole or any part of the Company's undertaking as security for such guarantee.
- (I) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of which this Company is a member or in which it is otherwise interested and generally to act as bankers for customers and others.
- (J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish, support and maintain or concur in establishing and maintaining, or to subscribe to any charitable funds or institutions, trusts, funds, or schemes (whether contributory or non-contributory) the support of which may, in the opinion of the Directors, be calculated directly or indirectly to provide pensions or other benefits for any such persons as aforesaid, their dependents or connections and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (K) To establish and support whether by way of covenant or by ad hoc payments or to aid in the establishment

and support of any schools or any educational, scientific, literary, religious or charitable institution whether or not the same be connected in any way with any other activity of the Company.

- (L) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (M) To invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (N) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (O) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose



of or otherwise deal with any shares, stock or securities so acquired.

- (P) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (Q) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is deemed likely to benefit this Company or to advance its interests or which is possessed of property suitable for the purposes of the Company.

- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (T) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (U) To distribute among the members in specie any property of the Company, or any proceeds of sale or dispose of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise.
- (W) To do all such other things as are incidental or

conducive to the above objects or any of them.

The objects set forth in any of the preceding sub-clauses shall not, except where the context otherwise expressly so requires, be in any manner or degree limited or restricted by reference to or inference from the terms of any other sub-clause or the name of the Company. None of such sub-clauses or the objects therein specified or the names thereby conferred shall be deemed merely subsidiary or ancillary to the objects mentioned in the first sub-clause of this clause but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.

4. The liability of the members is limited.
5. The Share Capital of the Company is £100.00 divided into 100 Ordinary shares of £1.00 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

WE the several persons whose names and addresses and descriptions are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

	No of Shares
GERARD FITZSIMONS <i>G. Fitzsimons</i>	1
Merlin Place	
Milton Road	
Cambridge	
CB4 4DP	
Solicitor	

MICHAEL THOMAS WOMACK <i>M Thomas</i>	1
Merlin Place	
Milton Road	
Cambridge	
CB4 4DP	
Solicitor	

DATED the 29<sup>th</sup> day of June 1994

Witness to the above signatures:

MATTHEW ROBIN COLLEN *MR Colleen*  
Merlin Place  
Milton Road  
Cambridge  
CB4 4DP  
Solicitor

Company No:

THE COMPANIES ACT 1985

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

TayVin 5 LIMITED

PRELIMINARY

- 1.1 The Regulations contained in Table A in Regulations made by the Secretary of State S.I. 1985 No. 805 and S.I. 1985 No 1052 (hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby. References in these Articles to numbered Regulations shall, unless the context otherwise requires, be deemed to be references to Regulations in Table A. The Regulations of Table A numbered 3, 24, 40, 64, 73, 74, 75, 89, 90 and 94 shall not apply to the Company and in lieu thereof and in addition to the remaining Regulations in Table A, the following shall be the Articles of the Company.
- 1.2 The Act means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

SHARES

2. The Directors are unconditionally authorised for the purposes of section 80 of the Act at any time or times during the period of five years from the date of incorporation of the Company to allot or otherwise dispose

of shares up to the amount of the original share capital of the Company at the date of incorporation of the Company to such persons, on such terms and conditions, and either at a premium or at par and at such times as the Directors think fit, and with full power to give to any person the call of any share at a premium or at par during such times and for such consideration as the Directors think fit, and to grant to any person subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares an option to require the Company to allot to him or his nominees any further shares in the Company at not less than par. In accordance with section 91(1) of the Act sections 89(1) and 90(1) to 90(6) inclusive shall be excluded from applying to the Company.

3. Subject to the provisions of Chapter VII of Part V of the Act the Company may:-

3.1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder;

3.2 purchase its own shares (including any redeemable shares);

3.3 make a payment in respect of the redemption or purchase, under sections 159 and 160 or (as the case may be) section 162 of the Act and the relevant power contained in Regulations 3.1 or 3.2, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by sections 170 to 175 inclusive of the Act.

4. The following words shall be deleted from the sixth line of Regulation 6:-

"shall be sealed with the seal"

and the following words shall be substituted for them:-

"shall be signed by two Directors or one Director and the Company Secretary".

5. The lien conferred by Regulation 8 shall extend to fully paid shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders.

#### TRANSFER AND TRANSMISSION OF SHARES

6. The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share.

#### PROCEEDINGS AT GENERAL MEETINGS

7. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be two members present in person or by proxy and entitled to vote.
8. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or on the declaration of the result of a show of hands a poll is demanded by any member present in person or by proxy.

#### DIRECTORS

9. Until otherwise determined by ordinary resolution the number of Directors (excluding alternate Directors) shall not be subject to any maximum but shall not be less than one.

10. A Member or Members holding a majority in nominal value of the issued Ordinary Shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors, either as an addition to the existing Directors or to fill any vacancy, and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Member or Members making the same, or in the case of a Member being a company signed by one of its directors on its behalf, and shall take effect upon lodgment at the registered office of the Company.
11. Any Director who, by request, performs special services which are outside the scope of the ordinary duties of a Director or goes or resides abroad for any purpose of the Company shall (unless otherwise expressly resolved by the Company in General Meeting) receive such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses.

#### BORROWING POWERS

12. There shall be no limit on the amount for the time being remaining undischarged of moneys borrowed or secured by the Directors.

#### POWERS AND PROCEEDINGS OF DIRECTORS

13. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest in the manner required by Section 317 of the Act. A Director may vote in respect of any such contract or proposed contract and if he does so vote his vote shall be counted and he shall be capable of being counted towards the quorum at any meeting of the Directors at which any



such contract or proposed contract shall come before the Board for consideration.

14. A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.
15. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.
16. No Director of the Company shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy or any other age, and any person proposed to be appointed a Director of the Company shall be capable of being appointed as a Director of the Company, notwithstanding that at the time of such appointment he has attained the age of seventy. No special notice need be given of any resolution for the appointment or approving the appointment as a Director of a person who shall have attained the age of seventy years, and it shall not be necessary to give to the

members notice of the age of any Director or person proposed to be appointed as a Director.

17. The Directors shall not be liable to retirement by rotation and Regulations 76,77,78 and 79 shall be modified accordingly.
18. The quorum necessary for the transaction of business of the Directors may be fixed by the Directors and until so fixed shall, except when one Director only is in office, be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. When one Director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as are by these Articles conferred on the Board of Directors.

#### DISQUALIFICATION OF DIRECTORS

19. Regulation 81(e) shall not apply to the Company.

#### DIVIDENDS

20. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of those parts of Part VIII of the Act which apply to the Company.

#### INDEMNITY

21. Subject to the provisions of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

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NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

---

GERARD FITZSIMONS  
Merlin Place,  
Milton Road,  
Cambridge CB4 4DP

*G. Fitzsimons*

MICHAEL THOMAS WOMACK  
Merlin Place,  
Milton Road,  
Cambridge CB4 4DP

*M. Thomas*

-----  
Witness to the above signatures:-

MATTHEW ROBIN COLLEN  
Merlin Place,  
Milton Road,  
Cambridge CB4 4DP

*M. R. Collen*

DATED the 29<sup>th</sup> day of June 1994

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*The provisions of Table A to the Companies Act 1985 apply to the company save in so far as they are not excluded or varied by the Articles of Association*

Table A as prescribed by the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805), amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052), is reprinted below.

## Table A THE COMPANIES ACT 1985

### INTERPRETATION

In these regulations:

The Act means the Companies Act, 1913, including any statutory modification or re-enactment thereof in force in the land being in force;

The articles means the articles of association of the company;

Clear days in relation to the period of 14 days, means that period excluding any day when the notice is given or deemed to be given and the day for which it is given or deemed to be given;

Executed includes any mode of execution;

Office means the registered office of the company;

The holder in relation to shares, means the person whose name is entered in the register of members as the holder of the shares;

The seal means the common seal of the company;

Secretary means the person or persons appointed by or on behalf of any other person appointed to perform the duties of the secretary of the company including as an assistant or deputy secretary;

Under the contract documents means, Great Britain and Northern Ireland.

Unless the context otherwise requires, words used in the regulations in the singular shall mean the same meaning as in the Act but excluding any statutory modification thereof not in force when the regulations become binding on the company.

## SHARE CAPITAL

3. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine.

4. Subject to the provisions of the Act, shares may be issued which are to be taken or are to be taken to be redeemed at the option of the company or the holder thereof and may be issued which are to be redeemed at the option of the holder thereof.

5. The company may exercise the powers of the Companies Act, 1947, in relation to shares.

6. Subject to the provisions of the Act, any share commission may be satisfied by the payment of cash or by the addition of fully paid-up shares or partly paid-up shares and partly in cash.

7. Except as required by law, no person shall be recognised by the company as a shareholder or as a creditor of the company in respect of any share unless he is registered as such (whether or not he is also registered as a shareholder or creditor) in the register of members or in the register of creditors (or by law) the company shall not be bound to recognise any interest in any share except an absolute title to the share by itself or its assignee.

## SHARE CERTIFICATES

[illegible]

If a share certificate is delayed, lost, or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge and in the case of delay, merely on delivery up of the old certificate.

## IFN

The company shall have a fund and paramount be however its share and its money paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this regulation. The directors keep on a share plant extend to any other share and its money paid share.

The company may sell in such manner as the directors determine any shares in which the company has a lien if a claim in respect of which the lien exists is currently payable and is not paid within thirty (30) days after notice has been given to the holder of the share to the proper officer of the company for the purpose of the sale or bankruptcy of the holder, provided that the company is not obliged to sell shares not complied with the above conditions.

To give effect to a sale the directors may at their discretion (1) sell the shares by a written instrument of transfer of the shares (and to do so in accordance with the provisions of the Companies Act 1985) and (2) deliver to the purchaser a copy of the instrument of transfer. The title to the shares passes to the purchaser on the date of the transfer.

The net proceeds of the sale, after payment of the taxes, shall be applied to the payment of so much of the sum for which the bonds are and are presently payable as any residue shall (upon surrender by the company for a full release of the title as for the shares sold) be subject to a lien for any money lawfully presently payable as existed upon the 1<sup>st</sup> of January before the said bonds were sold to the town entitled to the shares at the date of the sale.

## ALLS ON SHARES AND FORFEITURE

Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their shares (whether interest specified in the original value or premium) and each member shall (subject to receiving at least fifteen clear days' notice specifying when and where payment is to be made) to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may be before receipt by the Company of any sum due thereunder be revoked in whole or in part, and payment of a call may be postponed in whole or in part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of his shares.

the shares in respect whereof the call was made.

13. A call shall be deemed to have been made at the time when the resolution passed by the directors authorizing the call was passed.

14. The joint holders of a share shall be jointly and severally liable to pay all due in respect thereof.

17. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it becomes due and payable until it is paid at the rate hereinafter provided.

uncalled due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call, or if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.

16 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

17. Subject to the terms of allotment, the directors may make arrangements for the issue of shares for a difference between the holders, in the amounts and the mode of payment of calls on their shares.

18 If a call remains unpaid after it has become due and payable the bank may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which it may have accrued. The notice shall name the place where payment is to be made.

and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

17. If the notice is not complied with any share in respect of which it was given, may before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares, and not paid before.

20 Subject to the provisions of the Act a forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors determine either in the exercise of their powers or subject to their authority.

acquiring either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re- allotment or other disposition, the forfeiture may be canceled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person (the

Directors may authorise some person to execute an instrument of transfer of the share to that person

17) A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the

Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture, or if no interest was so payable, at the appropriate rate (as defined in the Act), from the date of forfeiture until

4. A statutory declaration to the effect that the consent of all shareholders has been obtained in relation to the proposed disposal of the shares.

Notwithstanding the foregoing, the declaration shall be conclusively and irrevocably effective as to all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary)

insulate a good line to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, nor shall his title to the share be affected by any irregularity or omission in the proceedings in reference to the disposal of the share.

## TRANSFER OF SHARES

(3) The instrument of transfer of a share may be in any official language or in any form which the director may approve and shall be executed by the transferee or the transferor or by their joint authority or by the authority of the transferee and unless the share is fully paid up by the transferee.

4. The directors may refuse to register the transfer of a share which is payable to a person of whom they do not approve and they may refuse to issue new shares or certificates of shares.

(d) It is lodged at the office or at such other place as the Registrar may appoint and is accompanied by the moneys due for the shares to which it relates.

(b) it is in respect of only one class of shares, and

5. If the directors refuse to register a transfer of a share, they shall within 30 days after the date on which the transfer was lodged with the Company file on the transferee notice of the refusal.

6. The registration of transfers of shares or of transfers of any class of stock may be suspended at such times and for such periods not exceeding 10 days in any year as the directors may determine.

the company shall be entitled to retain any instrument of transfer which is not registered, but any instrument of transfer which the directors refuse to register

## TRANSMISSION OF SHARES

is a member of the survivor or survivors where he was a joint holder and a personal representative where he was a sole holder or the only survivor (if joint holders) shall be the only persons recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of

deceased member from any liability in respect of any share which had been  
 fully paid for.





may at its first meeting elect one of its members to be the chairman of the meeting. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of the directors at which he is present. But if there is no director holding that office, it is the duty of the director who is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.